# AMENDMENT NO. A1 TO AGREEMENT NO. 23PLN63 BETWEEN

# FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND MARION COUNTY, FLORIDA

This Amendment to Agreement No. 23PLN63 (Agreement) is made by and between the Department of Environmental

Protection (Department), an agency of the State of Florida, and Marion County, Florida (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Marion County Vulnerability Assessment including Some Municipalities (Project), effective October 31, 2023; and,

WHEREAS, the Grantee has requested an update to the scope of work in Attachment 3, Grant Work Plan in the Agreement as set forth herein; and,

WHEREAS, the Department has requested an update to Attachment 2 and Attachment 3; and,

WHEREAS, other changes to the Agreement are necessary.

NOW THEREFORE, the Department and Grantee hereby agree as follows:

- 1. Attachment 2, Special Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 2-A, Revised Special Terms and Conditions, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 2 shall hereinafter refer to Attachment 2-A, Revised Special Terms and Conditions.
- 2. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-A, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-A, Revised Grant Work Plan.
- 3. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

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The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

MARION COUNTY, FLORIDA	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION			
By:Authorized Representative or Designee	By: Secretary or Designee			
Michelle Stone, Marion County Commissioner Chairman	Alex Reed, Director			
Print Name and Title	Print Name and Title			
Date:	Date:			

List of attachments/exhibits included as part of this Amendment:

_	Specify Type	Letter/ Number	Description	
	Attachment	2-A	Revised Special Terms and Conditions (3 pages)	
	Attachment	3-A	Revised Grant Work Plan (6 pages)	

# STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION Revised Special Terms and Conditions AGREEMENT NO. 23PLN63

#### **ATTACHMENT 2-A**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

# 1. Scope of Work.

The Project funded under this Agreement is the Marion County Vulnerability Assessment including Some Municipalities. The Project is defined in more detail in Attachment 3, Grant Work Plan.

#### 2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. <u>Service Periods.</u> Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

# 3. Payment Provisions.

- a. <u>Compensation.</u> This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. <u>Invoicing</u>. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

# 4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category	
		Salaries/Wages	
		Overhead/Indirect/General and Administrative Costs:	
		a. Fringe Benefits, N/A.	
		b. Indirect Costs, N/A.	
$\boxtimes$		Contractual (Subcontractors)	
		Travel, in accordance with Section 112, F.S.	
		Equipment	
		Rental/Lease of Equipment	
		Miscellaneous/Other Expenses	
		Land Acquisition	

#### 5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

#### 6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

# 7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

# 8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

# a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

#### b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000 Automobile Liability for Company-Owned Vehicles, if applicable \$200,000/300,000 Hired and Non-owned Automobile Liability Coverage

# c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

# 9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

# 10. Retainage.

No retainage is required under this Agreement.

#### 11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

### 12. State-owned Land.

The work will not be performed on State-owned land.

#### 13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

#### 14. Common Carrier.

- a. Applicable to contracts with a common carrier firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States

according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

# STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REVISED GRANT WORK PLAN AGREEMENT NO. 23PLN63

#### **ATTACHMENT 3-A**

**PROJECT TITLE:** Marion County Vulnerability Assessment including Some Municipalities

**PROJECT LOCATION:** The Project is located within Marion County, Florida.

#### PROJECT DESCRIPTION:

Marion County (Grantee) will complete the Marion County Vulnerability Assessment include Some Municipalities (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.). The Project will include public outreach and stakeholder engagement.

# TASKS AND DELIVERABLES:

# Task 0: Identify Vulnerability Assessment Data Standards

**Description:** The Grantee will identify the data standards, to include the sea level rise scenarios and planning horizons, needed to perform the VA based on the requirements as defined in Section 380.093, F.S. The data standards must be pursuant to the requirements that are defined in s. 380.093, F.S., as of July 1, 2024.

**Deliverables:** Prior to conducting the work for the Project, the Grantee will provide the following:

• 0.1: The proposed data standards (sea level rise scenarios and planning horizons) to be used in the VA. This is a no cost deliverable.

# **Task 1: Kick Off Meeting**

**Description:** The Grantee will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees should discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The kick-off meeting will be hosted by the Grantee and should identify potential representatives to serve on the project steering committee. Prior to the meeting, the Grantee will prepare the sign-in sheet, draft project schedule, and other meeting materials as necessary. The Grantee will prepare a draft list of representatives to serve on the project steering committee based on discussions with the Grantee. It is recommended that the committee be limited to no more than 10 representatives to better manage meeting outcomes.

**Deliverables:** The Grantee will provide the following:

- 1.1: Meeting agenda to include location, date, and time of meeting;
- 1.2: Meeting sign-in sheets or attendance records with attendee names and affiliation;
- 1.3: A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable;
- 1.4: Kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting:
- 1.5: A draft list of steering committee members; and a draft email to potential steering committee members to request their participation on the committee. The email shall include the project purpose, goals, schedule, project meeting dates and locations, and overall desired outcomes.

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# **Task 2: Assemble Steering Committee**

**Description:** The Grantee will review and approve the steering committee list and then distribute the draft email prepared in Task 1 to the steering committee members. The email requests steering committee member participation and to provide confirmation of acceptance or denial.

**Deliverables:** The Grantee will provide the following:

• **2.1** A list of local representatives that have confirmed participation on the steering committee. The list shall include the name, organization/affiliation, position title, and contact information.

# **Task 3: Conduct Steering Committee Meetings**

**Description:** The Grantee will coordinate and schedule the quantity, dates, times, and locations for the steering committee meetings, based on critical decision points in the project process. The purpose of the steering committee meetings is to assist in reviewing the goals of the project, review draft materials, provide input for study direction, assist in identifying geographic context, appropriate modeling methodologies, assist in identifying available data and resources, identify relevant assets, and review project findings and recommendations. A minimum of two steering committee meetings is recommended, at the beginning and end of the project, however, more may be necessary to provide guidance at critical decision points throughout the project process.

**Deliverables:** The Grantee will provide the following:

- 3.1: Meeting agendas to include location, date, and time of meeting;
- 3.2: Meeting sign-in sheets with attendee names and affiliation;
- 3.3: A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; and
- 3.4: A summary report of committee recommendations and guidance, to include attendee input, meeting outcomes, methodologies selected, appropriate resources and data, relevant assets and review of study deliverables for accuracy and applicability.

# Task 4: Public Outreach Meeting #1

**Description:** The Grantee will conduct at least two public outreach meetings during the project. The purpose of the first meeting is to allow the public to provide input during the initial data collection stages, to include input on preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

**Deliverables:** The Grantee will provide the following:

- 4.1: Meeting agendas to include location, date, and time of meeting;
- **4.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **4.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- 4.4: A copy of the file or weblink of the video or audio recording from the meeting, if applicable;
- 4.5: A summary report including attendee input and meeting outcomes

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# **Task 5: Acquire Background Data**

**Description:** The Grantee will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections (or the projection(s) required by Section 380.093, F.S.) for 2040 and 2070 (or the planning horizons selected in consultation with the Department in the "Identify Vulnerability Assessment Data Standards" task) at a minimum. Other projections can be used at the Grantees discretion so long as additional scenarios do not require additional funds. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

**Deliverables:** The Grantee will provide the following:

- 5.1: A technical report to outline the data compiled and findings of the gap analysis;
- 5.2: A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
- 5.3: GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.

# **Task 6: Exposure Analysis**

**Description:** The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

**Deliverables:** The Grantee will provide the following:

- 6.1: A draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- 6.2: GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

# **Task 7: Sensitivity Analysis**

**Description:** The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

DEP Agreement No.: 23PLN63 Page 3 of 6 **Deliverables:** The Grantee will provide the following:

- 7.1: an updated draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards; and
- 7.2: an initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

# Task 8: Public Outreach Meeting #2

**Description:** The Grantee will conduct a second public meeting to present the results from the exposure analysis, sensitivity analysis, and draft VA. The purpose of the second meeting is to allow the public to provide community-specific input on the results of the analyses and to reconsider methodologies and assumptions used in the analysis for refinement. Additionally, during this meeting, the Grantee will conduct exercises to encourage the public to prioritize focus areas of flooding, and the critical assets in preparation for the development of adaptation strategies and project development. Criteria should be established to guide the public's input for the selection of focus areas. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

**Deliverables:** The Grantee will provide the following:

- 8.1: Meeting agendas to include location, date, and time of meeting;
- **8.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **8.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **8.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable;
- **8.5:** A summary report including attendee input and meeting outcomes, to include defining focus areas recommended by the community.

# **Task 9: Identify Focus Areas**

**Description:** The Grantee will identify focus areas based on the results of the second public outreach meeting and input from the steering committee, following the guidelines in Chapter 2 of the Florida Adaptation Planning Guidebook. Based on the exposure and sensitivity analyses, the Grantee may assign focus areas to locations or assets that are particularly vulnerable and require the development of adaptation strategies. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

**Deliverables:** The Grantee will provide the following:

- 9.1: A report summarizing the areas identified as focus areas, with justification for choosing each area:
- 9.2: Tables listing each focus area with any critical assets that are contained inside the focus area;
- 9.3: Maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study; and
- 9.4: GIS files and associated metadata illustrating geographic boundaries of the identified focus areas.

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# Task 10: Final Vulnerability Assessment Report, Maps, and Tables

**Description:** The Grantee will finalize the VA report pursuant to the requirements in s. 380.093, F.S., and based upon the steering committee and public outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

**Deliverables:** The Grantee will provide the following:

- 10.1: Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S.;
- 10.2: A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.;
- 10.3: All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata;
- 10.4: A signed Vulnerability Assessment Compliance Checklist Certification.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The deliverables for each task must be submitted in chronological order, with the exception of the "Conduct Steering Committee Meetings" and "Peril of Flood Compliance" tasks, if included. Grantees must have received a Deliverable Acceptance Letter from the Department's Grant Manager prior to submitting any subsequent deliverables. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s) and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

**CONSEQUENCES FOR NON-PERFORMANCE:** For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

**PAYMENT REQUEST SCHEDULE:** Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment

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requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Begin Date. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

**PROJECT TIMELINE AND BUDGET DETAIL:** The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
0	Identify Vulnerability Assessment Data Standards	No Cost Deliverable	\$0	\$0	\$0	7/1/2022	Prior to Initiating Task 1
1	Kick Off Meeting	Contractual Services	\$3,000	\$0	\$3,000	7/1/2022	3/31/2025
2	Assemble Steering Committee	Contractual Services	\$4,500	\$0	\$4,500	7/1/2022	3/31/2025
3	Conduct Steering Committee Meetings	Contractual Services	\$8,500	\$0	\$8,500	7/1/2022	3/31/2025
4	Public Outreach Meeting #1	Contractual Services	\$5,000	\$0	\$5,000	7/1/2022	3/31/2025
5	Acquire Background Data	Contractual Services	\$177,000	\$0	\$177,000	7/1/2022	3/31/2025
6	Exposure Analysis	Contractual Services	\$100,000	\$0	\$100,000	7/1/2022	3/31/2025
7	Sensitivity Analysis	Contractual Services	\$75,000	\$0	\$75,000	7/1/2022	3/31/2025
8	Public Outreach Meeting #2	Contractual Services	\$5,000	\$0	\$5,000	7/1/2022	3/31/2025
9	Identify Focus Areas	Contractual Services	\$5,000	\$0	\$5,000	7/1/2022	3/31/2025
10	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	\$40,000	\$0	\$40,000	7/1/2022	3/31/2025
Total:			\$423,000	\$0	\$423,000		

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